

01-22-2007

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Form PTO-1594 (rev 06/04) 11/21/06 F



U. S. Department of Commerce Patent and Trademark Office

103363490

To the Director of the U.S. Patent and T.

documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Football Northwest LLC

Individual(s) Association
General Partnership Limited Partnership
Corporation
X Other: Limited Liability Company

Citizenship Washington

Execution Date(s) November 3, 2006

Additional name(s) of conveying party(ies) attached? Yes X No

3. Nature of conveyance:

Assignment Merger
Security Agreement Change of Name
Government Interest Assignment

X Other Notice of Grant of Security Interest in Trademarks and Copyrights

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes X No

Name: Bank of America, N.A.

Internal Address: Bank of America Corporate Ctr.

Street Address: 100 North Tryon Street

City: Charlotte

State: North Carolina

Country: USA Zip: 29255

Association - Citizenship

General Partnership - Citizenship

Limited Partnership - Citizenship

Corporation - Citizenship

X Other National Banking Association

Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes X No.

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

76528910 76528909

B. Trademark Registration No(s).

2375925 1228993 2378690
1817892 1065459 1194116
2453560 1064675 2437422
2437423 2437424 1908395
1065460 2939172 2778387
2719990 2778386 2719989

Additional numbers attached? X Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Matthew B. Fagin, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2432
Fax: (917) 777-2432
mfagin@skadden.com

6. Total number of applications and registrations involved:

59

7. Total fee (37 CFR 1.21(h) and 3.41) \$1490

X All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 401530/216) Charge Fee

8. Payment Information

Deposit Account No. 19-2385

Authorized user Name: Stephanie Y. Grenald

9. Signature.

Matthew B. Fagin Signature

November 21, 2006

Date

Matthew B. Fagin

Name of Person Signing

Total number of pages including cover sheet, and documents:

16

**CONTINUATION OF ITEM 4. Application number(s) or registration number(s):****A. Trademark Application Nos.****B. Trademark Registration Nos.****78920438****78903389****78920449****78920466****78903334****78903369****78920484****78920486****78903375****78903380****78920443****78903387****78920489****78920491****78903328****78903342****78920492****78920493****78903374****78903382****78920448****78903391****78920495**

**78920497**

**78855193**

**78855191**

**78920498**

**78920500**

**78855182**

**78920501**

**78920503**

**78920502**

**78920507**

**78920509**

**78920512**

**78920513**

**78920514**

**78920517**

**78920518**

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS AND COPYRIGHTS

United States Patent and Trademark Office  
United States Copyright Office

Ladies and Gentlemen:

WHEREAS, pursuant to a Security Agreement (the "Original Agreement"), dated as of April 12, 2001 by and between FOOTBALL NORTHWEST LLC, a Washington limited liability company (the "Assignor"), and Bank of America, N.A., acting as collateral agent for the Secured Parties (each defined in the Original Agreement) (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Assignee"), the Assignor has assigned and granted to the Assignee for the ratable benefit of the Secured Parties a continuing security interest in and to, and right of set off against, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto;

WHEREAS, the Original Agreement was amended and restated pursuant to an Amended and Restated Security Agreement, dated as of November 5, 2004 by and between the Assignor and the Assignee (the "Amended and Restated Agreement"), and further amended pursuant to a Master Amendment to Amended and Restated Security Agreements and Security Agreement, dated as of November 21, 2005 among each of the Participating Clubs (as defined therein), including the Assignor, and the Assignee (the "Master Amendment"); together with the Original Agreement, and the Amended and Restated Agreement and as further amended, restated or supplemented, the "Security Agreement"), wherein the Assignor granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and a right of setoff against, and acknowledged and agreed that the Assignee (and with respect to rights of setoff, each of the Secured Parties) has and shall continue to have for the ratable benefit of the Secured Parties a continuing security interest in and a right of setoff against any and all right, title and interest of the Assignor, whether now existing or

hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (each as defined in the Amended and Restated Agreement).

NOW THEREFORE, please be advised that:

1) Pursuant to the Security Agreement, the Assignor has granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and right of set off against, and acknowledged and agreed that the Assignee (and with respect to rights of setoff, each of the Secured Parties) has and shall continue to have for the ratable benefit of the Secured Parties a continuing security interest in and a right of setoff against any and all right, title and interest of the Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (as defined in the Amended and Restated Agreement), including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto; and

2) The security interest in and to and right of setoff against the Trademarks, Trade Names and Copyrights, including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights and copyright registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Very truly yours,

FOOTBALL NORTHWEST LLC

By: Martha Fuller

Name: MARTHA FULLER

Title: Vice President & Chief Financial Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A.  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

Very truly yours,

FOOTBALL NORTHWEST LLC

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Accepted:

BANK OF AMERICA, N.A.  
as Collateral Agent

By: *Elliott McCabe*  
Name: *Elliott McCabe*  
Title: *Managing Director*

STATE OF WASHINGTON

COUNTY OF KING

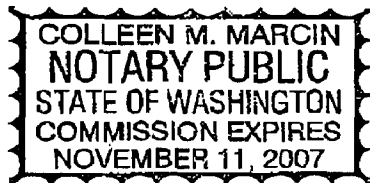
I, COLLEEN M. MARCIN, a Notary Public of the County and State aforesaid, certify that Martha Fuller, came before me this day and acknowledged that she is the Vice President and Chief Financial Officer of Football Northwest LLC, a Washington limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed by her in its name as said Vice President and Chief Financial Officer.

WITNESS my hand and official stamp or seal, this 3<sup>rd</sup> day of November, 2006.

Colleen M. Marcin  
Notary Public

My Commission Expires: 11/11/07

(Notary Seal)






**SCHEDULE A****United States, State and Canadian Trademark  
Registrations and Applications for the  
FOOTBALL NORTHWEST LLC****I. UNITED STATES TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>REG. NO./ (APP. NO.)</b>	<b>REG. DATE/ (APP. DATE)</b>	<b>RECORD OWNER(S)</b>
00 and Design	2,375,925 (75- 518,548)	8/8/2000 (7/14/1998)	Football Northwest LLC (Washington Limited Liability Company) ✓
7 and Design [Seahawk Uniform Design (Away)]	1,228,993 (73- 336,718)	3/1/1983 (11/12/1981 )	Football Northwest LLC (Washington Limited Liability Corporation)
BLITZ	2,378,690 (75- 595,450)	8/22/2000 (11/25/1998 )	Football Northwest LLC (Washington Limited Liability Company)
DESIGN ONLY [Seahawk Helmet Design]	1,817,892 (74- 314,646)	1/25/1994 (9/17/1992)	Football Northwest LLC (Washington Limited Liability Corporation)
DESIGN ONLY [Seahawk Helmet Design]	1,065,459 (73- 080,790)	5/10/1977 (3/19/1976)	Football Northwest LLC (Washington Limited Liability Corporation)
SEA GALS	1,194,116 (73- 195,534)	4/20/1982 (12/4/1978)	Football Northwest LLC (Washington Limited Liability Corporation)
SEAHAWKS ACADEMY	2,453,560 (75-509, 741)	5/22/2001 (6/29/1998)	Football Northwest LLC (Washington Limited Liability Corporation)

MARK	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)	RECORD OWNER(S)
SEAHAWKS	1,064,675 (73-086,865)	4/26/1977 (8/12/1976)	Football Northwest LLC (Washington Limited Liability Corporation)
SEATTLE SEAHAWKS CHARITABLE FOUNDATION	2,437,422 (75-509,629)	3/20/2001 (6/29/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
SEATTLE SEAHAWKS CHARITABLE FOUNDATION	2,437,423 (75-509,740)	3/20/2001 (6/29/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
SEATTLE SEAHAWKS CHARITABLE FOUNDATION	2,437,424 (75-509,743)	3/20/2001 (6/29/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
SEATTLE SEAHAWKS	1,908,395 (74-314,647)	8/1/1995 (9/17/1992)	Football Northwest LLC (Washington Limited Liability Corporation)
SEATTLE SEAHAWKS	1,065,460 (73-080,791)	5/10/1977 (3/19/1976)	Football Northwest LLC (Washington Limited Liability Corporation)
SEATTLE SEAHAWKS ALUMNI	(76-528,910)	(7/11/2003)	Football Northwest LLC (Washington Limited Liability Corporation)
SEATTLE SEAHAWKS	(76-528,909)	(7/11/2003)	Football Northwest LLC (Washington Limited Liability Corporation)
DESIGN ONLY	2939172 (76-528,908)	4/12/2005 (7/11/2003)	Football Northwest LLC (Washington Limited Liability Corporation)
DESIGN ONLY	2,778,387 (76-338,780)	10/28/2003 (11/16/2001)	Football Northwest LLC (Washington Limited Liability Corporation)
DESIGN ONLY	2,719,990 (76-	5/27/2003 (11/16/2001)	Football Northwest LLC (Washington Limited Liability Corporation)

MARK	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)	RECORD OWNER(S)
	338,779)	)	Corporation)
DESIGN ONLY	2,778,386 (76- 338,778)	10/28/2003 (11/16/2001 )	Football Northwest LLC (Washington Limited Liability Corporation)
DESIGN ONLY	2,719,989 (76- 338,777)	5/27/2003 (11/16/2001 )	Football Northwest LLC (Washington Limited Liability Corporation)
<b>12</b> 12 & Design (B/W) Class 9	x↓ (78- 903381)	(6/7/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (B/W) Class 14	(78- 920438)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (B/W) Class 16	(78- 903389)	(6/7/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (B/W) Class 18	(78- 920449)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (B/W) Class 21	(78- 920466)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (B/W) Class 24	(78- 903334)	(6/7/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (B/W) Class 25	(78- 903369)	(6/7/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (B/W) Class 28	(78- 920484)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)

MARK	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)	RECORD OWNER(S)
12 & Design (B/W) Class 36	(78- 920486)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (B/W) Class 41	(78- 903375)	(6/7/2006)	Football Northwest LLC (Washington Limited Liability Company)
 12 & Design (Color) Class 9	(78- 903380)	(6/7/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (Color) Class 14	(78- 920443)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (Color) Class 16	(78- 903387)	(6/7/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (Color) Class 18	(78- 920489)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (Color) Class 21	(78- 920491)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (Color) Class 24	(78- 903328)	(6/7/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (Color) Class 25	(78- 903342)	(6/7/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (Color) Class 28	(78- 920492)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
12 & Design (Color) Class 36	(78- 920493)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)

MARK	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)	RECORD OWNER(S)
			Company)
12 & Design (Color) Class 41	(78- 903374)	(6/7/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF 12 Class 9	(78- 903382)	(6/7/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF 12 Class 14	(78- 920448)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF 12 Class 16	(78- 903391)	(6/7/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF 12 Class 18	(78- 920495)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF 12 Class 21	(78- 920497)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF 12 Class 24	(78- 855193)	(4/5/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF 12 Class 25	(78- 855191)	(4/5/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF 12 Class 28	(78- 920498)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF 12 Class 36	(78- 920500)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF 12 Class 41	(78- 855182)	(4/5/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF THE 12	(78-	(6/29/2006)	Football Northwest LLC

MARK	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)	RECORD OWNER(S)
Class 9	920501)		(Washington Limited Liability Company)
SPIRIT OF THE 12 Class 14	(78- 920503)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF THE 12 Class 16	(78- 920502)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF THE 12 Class 18	(78- 920507)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF THE 12 Class 21	(78- 920509)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF THE 12 Class 24	(78- 920512)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF THE 12 Class 25	(78- 920513)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF THE 12 Class 28	(78- 920514)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF THE 12 Class 36	(78- 920517)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)
SPIRIT OF THE 12 Class 41	(78- 920518)	(6/29/2006)	Football Northwest LLC (Washington Limited Liability Company)

II. STATE TRADEMARK REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
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MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
DESIGN ONLY	Washington	9,218	8/5/1975	Seattle Professional Football, (A Limited Partnership)
DESIGN ONLY	Washington	12,090	9/23/1980	Seattle Seahawks, Inc.
READY, SET, GOALS Stylized Letters	Washington	29,148	8/22/2000	Seattle Seahawks, (A Washington Corporation)
SEATTLE SEAHAWKS and Design	Washington	9,217	8/5/1975	Seattle Professional Football, (A Limited Partnership)
DESIGN ONLY	California	14062 (Renewal) 75,529 (Original)	12/20/1984	Seattle Seahawks, Inc., (A Washington Corporation)
DESIGN ONLY	California	13991 (Renewal) 75,019	11/5/1984	Seattle Seahawks, Inc. (A Washington Corporation)
READY, SET, GOALS Stylized Letters	Washington	29,148	8/22/2000	Seattle Seahawks, Inc.

### III. CANADIAN TRADEMARK REGISTRATIONS

MARK	REG. NO. / (APP. NO.)	REG. DATE / (APP. DATE)	RECORD OWNER(S)
DESIGN ONLY [BIRD'S HEAD-HAWK DESIGN]	TMA481,66 2 (0475,384)	8/27/1997 (9/11/1981 )	Seattle Seahawks, Inc.
HAWK'S HEAD and Design	TMA256,83 3 (0404,029)	3/13/1981 (11/8/1976 )	Seattle Seahawks, Inc. (A Washington Corporation)

MARK	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)	RECORD OWNER(S)
SEAHAWKS	TMA249,50 2 (0404,022)	8/15/1980 (11/8/1976 )	Seattle Seahawks, Inc. (A Washington Corporation)
SEATTLE SEAHAWKS	TMA249,50 1 (0404,021)	8/15/1980 (11/8/1976 )	Seattle Seahawks, Inc. (A Washington Corporation)

IV. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

TITLES OF WORK	REG. NO	REG. DATE	RECORD OWNER
Seahawks	VA589971	7/13/93	Seattle Seahawks, Inc.
The Blue wave Seattle Seahawks & design	VA100386	9/25/86	Football Northwest, LLC